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October 7, 2011

By Electronic Delivery

Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: Filing of an Executed Amended and Restated Standard Large Generator Interconnection Agreement Among the New York Independent System Operator, Inc., Long Island Lighting Company, d/b/a LIPA, a wholly-owned subsidiary of Long Island Power Authority, and Long Island Solar Farm LLC, and Request for Waiver of the 60-Day Notice Period, Docket No. ER11-____-000

Dear Ms. Bose:

Pursuant to Section 205 of the Federal Power Act,¹ Section 35.12 of the Commission's Regulations,² and Section 11.3 of its Large Facility Interconnection Procedures ("LFIP"), the New York Independent System Operator, Inc. ("NYISO") hereby tenders for filing an Executed Amended and Restated Standard Large Generator Interconnection Agreement ("Amended Agreement") as Service Agreement No. 1662 among the NYISO, Long Island Lighting Company d/b/a LIPA ("LIPA") a wholly-owned subsidiary of Long Island Power Authority ("Authority"), and the Developer,³ Long Island Solar Farm LLC ("Long Island Solar Farm") (collectively, "the Parties"). The Authority and LIPA join in this filing.⁴ The Parties respectfully request waiver of the Commission's 60-day notice period to make this Amended Agreement effective as of October 5, 2011.

¹ 16 U.S.C. § 824d (2006).

² 18 C.F.R. § 35.12 (2008).

³ Capitalized terms not otherwise defined in this letter have the meaning set forth in Attachments S and X of the NYISO's Open Access Transmission Tariff ("OATT").

⁴ The Authority is a corporate municipal instrumentality and a political subdivision of the State of New York. Both the Authority and its operating subsidiary, LIPA, are non-jurisdictional municipal utilities pursuant to section 201(f) of the Federal Power Act. *See New York Independent System Operator, Inc.*, 111 FERC ¶ 61,266 (2005).

I. Background

The Amended Agreement supersedes a Large Generator Interconnection Agreement (“LGIA”) among the Parties that was filed in Docket Nos. ER11-1975-000 and ER11-1975-001, as Service Agreement No. 1662 (“Original Agreement”). The Original Agreement was accepted by the Commission in Docket No. ER11-1975-000 on December 15, 2010, effective October 15, 2010, conditioned on administrative revisions to the eTariff submittal.⁵ Such administrative revisions, submitted on January 14, 2011, were accepted by the Commission on February 18, 2011 in Docket No. ER11-1975-001.⁶

The Original Agreement accepted by the Commission provided for the interconnection of Long Island Solar Farm’s 31.5 MW solar facility (“the Facility”) to LIPA’s transmission system. The Original Agreement contained non-conforming provisions to recognize LIPA’s unique status as a non-jurisdictional, tax exempt municipality and other circumstances specific to the Long Island Solar Farm project, including the existence of a Power Purchase Agreement (“PPA”) between the Authority and Long Island Solar Farm⁷ and the execution of the Original Agreement prior to completion of the Class Year 2010 Interconnection Facilities Study (“Class Year 2010 Study”).

Long Island Solar Farm elected to seek both Energy Resource Interconnection Service and Capacity Resource Interconnection Service. The Original Agreement was executed prior to completion of the Class Year 2010 Study, which includes evaluation of deliverability that determines eligibility for Capacity Resource Interconnection Service. Accordingly, the Parties modified the *pro forma* language in Article 4.1.1 making the provision of Energy Resource Interconnection Service and Capacity Resource Interconnection Service subject to the requirements of Appendix C, Section 2.

Appendix C, Section 2 of the Original Agreement recognized that Long Island Solar Farm is a member of Class Year 2010 which was not completed as of the effective date of the Original Agreement. Appendix C, Section 2 also specifically anticipated amending the Original

⁵ See New York Independent System Operator, Inc. and Long Island Lighting Company, d/b/a LIPA, a wholly-owned subsidiary of Long Island Power Authority, Letter Order, Docket No. ER11-1975-000 (issued December 15, 2010). (conditioning its acceptance on administrative revisions to the eTariff submittal so that the filing displayed correctly in eTariff).

⁶ See New York Independent System Operator, Inc. and Long Island Lighting Company, d/b/a LIPA, a wholly-owned subsidiary of Long Island Power Authority, Letter Order, Docket No. ER11-1975-001 (issued February 18, 2011).

⁷ In April 2008, the Authority issued a Request for Proposals for Solar Photovoltaic Generating Projects (“RFP”) seeking to purchase energy and related capacity and renewable energy certificates (“RECs”) for solar photovoltaic systems to meet LIPA’s need for a diversified portfolio of electric generation on Long Island. The Long Island Solar Farm plant was one of the projects selected by the Authority’s Board of Trustees in February 2009. Thereafter, negotiations between the Authority and Long Island Solar Farm occurred and a resulting PPA was executed in February 2010.

Agreement if the Parties agreed that Long Island Solar Farm may commence Trial and Commercial Operation prior to the final settlement of the applicable Interconnection Facilities Study. Specifically, Appendix C, Section 2 of the Original Agreement provided:

Before Trial Operation of the Large Generating Facility, the Developer shall accept the cost allocated to the Large Generating Facility for SUFs through a Class Year Interconnection Facilities Study and post any associated security and make any payment required, pursuant to Attachment S of the NYISO OATT. If, after the Effective Date, the Developer requests, and the other Parties agree, that the Large Generating Facility may commence Trial and Commercial Operation prior to the final settlement of the applicable Class Year Interconnection Facilities Study, the Parties will amend this Agreement to reflect that schedule change and require Developer agrees to accept its cost allocation from the applicable Class Year Interconnection Facilities Study and post any required security or make any required payment.⁸

Finally, Appendix C, Section 2 of the Original Agreement provided that Long Island Solar Farm was not permitted to supply Unforced Capacity to the NYCA from the Facility until the Developer had complied with the deliverability requirement pursuant to Attachment S of the NYISO OATT, including acceptance of any cost allocated to the Facility for SDUs through the applicable Class Year Interconnection Facilities Study and the posting of associated security or payments.

II. Discussion of Changes

Since the filing of the Original Agreement, the NYISO, the Authority and Long Island Solar Farm have mutually agreed that Long Island Solar Farm may commence Trial and Commercial Operation prior to the final settlement of Class Year 2010. Long Island Solar Farm anticipates beginning Trial Operations on October 11, 2010; however the settlement of Class Year 2010 has not concluded as of the date of this filing and will not conclude prior to October 11, 2011. The Parties therefore submit this Amended Agreement, as specifically anticipated by the Original Agreement to reflect modifications to the Original Agreement that reflect this schedule change and that require Long Island Solar Farm to accept its cost allocation from the Class Year 2010 Study and post any required security or make any required payment. The Parties, do not, however, propose to modify the language in Appendix C, Section 2 that requires Long Island Solar Farm to complete the Class Year 2010 Study and post any associated security or payments before being able to supply Unforced Capacity and thereby be considered an eligible Capacity Resource.

Specifically, the Amended Agreement modifies the LGIA as follows:

- The body of the Amended Agreement reflects the following modifications to the body of the Original Agreement: (1) a new effective date; (2) changes to reflect that this is the “Amended and Restated” version of the Interconnection Agreement; and (3) updates to

⁸ See Original Agreement at C-1 (emphasis added).

the signature block for Long Island Solar Farm, LLC to reflect its current corporate structure.

- Appendix B reflects updated dates in the Milestone table; and
- Appendix C reflects the following modifications: (1) changes to reflect that Class Year 2010 is the applicable Class Year Interconnection Facilities Study for the Facility; (2) changes to reflect that Long Island Solar Farm agrees to accept its cost allocation from Class Year 2010 and post any required security or make any required payment upon final settlement of Class Year 2010; and (3) changes to reflect that Long Island Solar Farm need not accept its cost allocation from Class Year 2010 and post any required security or make any required payment prior to beginning Trial and Commercial Operation.

The blacklined version attached to this filing shows all of these changes that were made to the currently effective interconnection agreement. The Parties respectfully request that the Commission accept this Amended Agreement.

III. Effective Date and Request for Waiver of the 60-Day Notice Period

The parties request an effective date of October 5, 2011 for the Amended Agreement, which is the date of execution. The Commission has allowed interconnection agreements to become effective on the date of execution, even when that date pre-dates the date that an interconnection agreement is filed. Accordingly, the parties request that the Commission grant a waiver of its prior notice requirements to the extent necessary to accommodate this requested effective date.

IV. Communications and Correspondence

Communications regarding this filing should be directed to: **For the NYISO**

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V. Documents Submitted

The NYISO submits the following documents:

- this filing letter;
- a clean version of the Amended Agreement (Attachment I); and
- a blackline showing the changes between the Original Agreement and the Amended Agreement (Attachment II).

VI. Service

The NYISO will send an electronic link to this filing to the official representative of each of its customers, to each participant on its stakeholder committees, to the New York Public Service Commission, and to the New Jersey Board of Public Utilities. In addition, a complete copy of the Public documents included with this filing will be posted on the NYISO's website at www.nyiso.com.

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VII. Conclusion

Wherefore, the NYISO respectfully requests that the Commission accept the attached Agreement effective as of October 5, 2011.

Respectfully submitted,

/s/ Sara B. Keegan

Sara B. Keegan
Counsel for the
New York Independent System Operator, Inc.

/s/ Joseph B. Nelson

Joseph B. Nelson
Counsel for the Long Island Lighting Company,
d/b/a LIPA, ("LIPA") and the Long Island Power
Authority ("Authority")